Bangalore Development Authority

T.Chowdaiah road, Kumara Park West, Bangalore-560 020

Telephones : 9110403634

TENDER FOR

ASPHALTING OF INTERNAL ROADS IN 8TH 10th and 11TH BLOCK of DASARAHALLI AND SRIRAMAPURA VILLAGE OF ARKAVATHY LAYOUT

Tender reference	:	BDA/2023-24/RD/WORK_INDENT35
Last date and Time for receipt of Queries	:	Refer Karnataka Public Procurement Portal
Date and Time of Pre-tender meeting	:	Refer Karnataka Public Procurement Portal
Place of Pre-tender meeting	:	Refer Karnataka Public Procurement Portal
Last date and time for receipt of tender	:	Refer Karnataka Public Procurement Portal
Time and date of opening of First Electronic Document (Technical Bid Document)	:	Refer Karnataka Public Procurement Portal
Place of opening of First Electronic Document	:	Office of the Executive Engineer North Division Bangalore Development Authority BDA Complex, R T Nagar, Bengaluru-560 032
Time and date of opening of Second Electronic Document (Schedule of Rates Document)	:	Will be intimated to the qualified tenderers
Place of opening of Second Electronic Document	:	Will be intimated to the qualified tenderers
Address for communication	:	Office of the Executive Engineer North Division Bangalore Development Authority BDA Complex, R T Nagar, Bengaluru-560 032

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SECTION 1 :Invitation for Tenders (IFT)

Bangalore Development Authority
T.Chowdaiah road, Kumara Park West, Bangalore-560 020

BDA/2023-24/RD/WORK_INDENT35

Office of the Executive Engineer
North Division
Bangalore Development Authority
Bangalore.

1. The Executive Engineer, North Division, Bangalore Development Authority, Bangalore, on behalf of the Commissioner, Bangalore Development Authority, Bangalore, invites tenders from eligible tenderers, for the construction of works detailed in the Table. Two Tender Document System as per Rule 28 of the KTPP Act shall be followed. The Tenderers are required simultaneously submit two separate electronic document, first containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 2 and 3), which will be opened first and the second containing the price tender (as detailed in Section4 and 9) which will be opened only if the Tenderer is found to be qualified to execute the tendered works. The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract.

2. Tender documents shall be available for down load free of cost from the date and time of publication of the tenders on the Government of Karnataka, Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) till the last date and time or the extended time of submission specified on the Karnataka Public Procurement Portal. Interested tenderers may obtain further information at the Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex, R T Nagar, Bengaluru-560 032.

3. Tenders must be accompanied by Earnest Money Deposit and a non-refundable Tender processing fee specified for the work in the Table below. Earnest money deposit and Tender processing fee will have to be in any one of the forms as specified in the tender document.

4. Tenders must be uploaded on Government of Karnataka, Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) on or before the last date and time specified on the Karnataka Public Procurement Portal, so as to be received by the Employer and First Electronic Document will be opened on the date and time specified in the Karnataka Public Procurement Portal, without requiring the presence of tenderers or in the presence of Tenderers or in the presence of the Tenderers' representatives, who wish to attend at Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex, R T Nagar, Bengaluru-560 032. If the office happens to be closed on the date of opening of the tenders as specified, the tenders will be opened on the next working day at the same time and venue.

5. A Pre-tender meeting will be held on the time, date and address, as specified on the Karnataka Public Procurement Portal at Office of the Engineer Member, Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West, Bangalore-560 020, to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8 of 'Instructions to Tenderers' of the tender document.

6. The Rates quoted shall be inclusive of Goods and Service Tax (GST). For each item the bidder should ensure that they have quoted the rates inclusive of GST and all taxes and it is clearly shown in the eproc system. No enquiries or requests will be entertained later by this office.

7. Other details can be seen in the tender documents.

8. For details, registration and e-payment visit Government of Karnataka, Karnataka Public Procurement Portal website http://kppp.karnataka.gov.in or contact e-Procurement Helpdesk at 080- 46010000 / 68948777.

TABLE

Sl No	Name of work	Approximate value of work including GST (Rs. in Lakhs)	Earnest Money Deposit (Rs. in Lakhs)	Tender processing fee (Rs.)	Period of completion
1	Asphalting of internal roads in 8th, 10th and 11th block Dasarahalli and Srirampura village of Akavathy layout.	190.31	2.85	ReferKarnataka Public Procurement Portal	9 months including monsoon period
2	Asphalting of internal roads in 11th block Rachenahalli village of Akavathy layout.	380.63	5.71	ReferKarnataka Public Procurement Portal	9 months including monsoon period
3	Asphalting of internal roads in 3rd and 8th block Venkateshpura village of Akavathy layout.	404.38	6.07	ReferKarnataka Public Procurement Portal	9 months including monsoon period
4	Asphalting of internal roads in 16th and 17th block Geddalahalli village of Akavathy layout.	475.74	7.14	ReferKarnataka Public Procurement Portal	9 months including monsoon period
5	Asphalting of internal roads in 20th block Hennur village of Akavathy layout.	475.78	7.14	ReferKarnataka Public Procurement Portal	9 months including monsoon period
6	Asphalting of internal roads in 5th, 6th and 17th block K.Narayanapura village of Akavathy layout.	666.10	9.99	ReferKarnataka Public Procurement Portal	9 months including monsoon period

Sl No	Name of work	Approximate value of work including GST (Rs. in Lakhs)	Earnest Money Deposit (Rs. in Lakhs)	Tender processing fee (Rs.)	Period of completion
7	Asphalting of internal roads in 18th block Byrathikhane village of Akavathy layout.	770.77	11.56	ReferKarnataka Public Procurement Portal	9 months including monsoon period
8	Asphalting of internal roads in 19th block Chellakere village of Akavathy layout.	837.35	12.56	ReferKarnataka Public Procurement Portal	9 months including monsoon period
9	Asphalting of internal roads in 1st, 2nd, 7th and 8th block Jakkur village of Akavathy layout.	1522.53	15.23	ReferKarnataka Public Procurement Portal	9 months including monsoon period
10	Asphalting of internal roads in 4th, 5th, 6th, 14th, 15th and 20th block Thanisandra village of Akavathy layout.	1627.24	16.27	ReferKarnataka Public Procurement Portal	9 months including monsoon period
11	Asphalting of internal roads in 2nd and 3rd block Sampigehalli village of Akavathy layout.	1855.46	18.55	ReferKarnataka Public Procurement Portal	9 months including monsoon period

Sd/-
Executive Engineer
North Division
Bangalore Development Authority
Bengaluru.

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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INSTRUCTIONS TO TENDERERS (ITT)

A. General

1. Scope of Tender

1.1 The **Executive Engineer, North Division, R.T. Nagar, Bangalore** invites tenders following Two Cover tender procedure, from eligible Tenderers, for the work (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of India or any State Government of Union of India

2.2 Tenders from Joint ventures are not acceptable.

2.3 Any Registered individual firm / Agency / Partnership firms / Company having valid Class-1 Civil registration issued by State Government/Central Government.

2.4 Constitution or legal status of the Tenderer (incorporation of company).

2.5 The Tenderer shall have enrolled under Goods and Service Tax Rules and should furnish copy of Goods and Service Tax Certificate issued under Goods and Service Tax Rules.

2.6 The Consultants shall have enrolled with Income Tax Department and should furnish copy of PAN Card issued under Income Tax Rules.

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in his name should have in the last five years i.e., 2018-19 2019-20 ,2020-21 ,2021-22 and 2022-23:

a) Achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of Rs. 380.62 Lakhs (Inclusive of GST) Turnover certificate mandatorily UDI number to be entered

b) Satisfactorily completed, as prime contractor, at least one similar work such as of value not less than Rs. 95.16 lakhs (Inclusive of GST)

c) **Executed in any one year, the following minimum quantities of work:**

1) WMM : 1429.60 Cum
2) DBM/BC : 697.60 Cum

3.3 Each Tenderer should further demonstrate: (As per Govt. Circular No. PWD 60 CRM 2021 Dt 08.11.2021)

(a) Availability by owning the required / specified key and critical equipment for this work is

Sl. No.	Name of the Equipment	Required	
		Numbers	Capacity
1	Excavator JCB / Hitachi	2	1.20 Cum Capacity
2	Tipper/Trucks	2	Each of 10 T or more
3	Tipper/Trucks	2	Each of 25 T or more
4	Vibratory Earth compactor	2	Each of 10 T or more
5	Smooth wheeled Roller	2	Each of 8 T or more
6	Tandem roller	2	Each of 6T or more
7	Vibratory asphalt compactor	2	Each of 8 T or more
8	Hot mix plant	1	Minimum 100TPH
9	Hydrostatic paver, finisher with sensor control	1	Minimum 300 TPH
10	Truck mounted Bitumen sprayer	1	Minimum 2500 liter tank capacity
11	Tractor mounted Compressor	1	20 Pa

(The relevant documents ownership / commitment /agreements etc. for availability for this work are furnished)-

B) Liquid assets and/or availability of credit facilities of no less than Rs. 63.44 Lakhs **(Inclusive of GST)** Credit lines/letter of credit/ certificates from the Nationalized or Scheduled Banks for meeting the fund requirement etc. in the name of this work..

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

where

A =Maximum value of civil engineering works executed in any one year during the last five years *(updated to 2023-24 price level)* taking into account the completed as well as works in progress.

N =Number of years prescribed for completion of the works for which tenders are invited = 0.75 Year.

B =Value, at *2023-24* price level, of existing commitments and on-going works to be completed during the next 0.75 year form the probable date of Award of this contract.

Note: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (Refer GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer

4.1 Each Tenderer shall submit only one tender for one contract. A Tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified

5. Cost of Tendering

5.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site Visit :

6.1 The tenderers at his own responsibility and risk is encourage to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of work. The cost of visiting the site shall be at the tenderers own expenses. As the works are scattered throughout the layout of which many areas are under litigation, it is advised that the prospective bidder should jointly inspect the site along with the Engineer and get well versed with the sital conditions and

produce a certificate signed by Assistant Engineer /Assistant Executive Engineer, upload in the e-portal, However, inspection of the site and uploading of the certificate in the e-portal is not mandatory . Bidder who has not inspected the site, shall submit his bid at his own risk.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Deleted

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification/queries of the tender documents may notify the Employer in Karnataka Public Procurement Portal by rising query online or in writing or by cable (here in after "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives upto the date of pre-tender meeting.

8.2 **Pre-Tender Meeting**

8.2.1 The Tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the address time and date as specified on Karnataka Public Procurement portal.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2.3 The Tenderer is requested to submit any questions in writing on Karnataka Public Procurement Portal not later than time and date as specified in the .Karnataka Public Procurement portal

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be notified on Karnataka Public Procurement portal. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 of ITT and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a Tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be Published online in e-Procurement portal.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows::

10.1.1 First Cover:

(a) Earnest Money Deposit & tender Processing fee; online payment through e-Procurement platform

(b) Qualification Information as per formats 1 to 10 uploaded separately and to comply the task created in the e-Procurement Portal under General terms and Conditions and Technical parameters and Documents required from Tenderer.

10.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section **9); online through e-procurement portal, no hardcopy of commercials should be attached or disclosed.**

And any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes including GST, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. It is clearly shown in the eproc system. No enquiries or requests will be entertained later by this office

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

12. Tender validity

12.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as shown in column 4 and non-refundable Tender Processing Fee in the amount as shown in column 5 of the Table of IFT forthis particular work.

EMD shall be paid in total through e-payment or minimum of Rs.1.00 lakh shall be paid through e-payment and the balance EMD shall be through Bank Guarantee in the form given in Section11 from any Nationalized / Schedule bank or through e-bank guarantee, obtained after the date of notification of tender and on or before the last date for submission of tender, payable at Bangalore, in favour of the Employer. A scanned copy of the Bank Guarantee shall be uploaded at the appropriate place provided in Karnataka Public Procurement Portal along with the First Electronic Document (Technical Bid Document), failing which the bids will be rejected in the Karnataka Public Procurement Portal. The original Bank guarantee shall be submitted to the Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex RT Nagar, Bengaluru-560 032, on or before the Time and date of opening of First Electronic Document (Technical Bid Document), in person or through authorized representative, failing which the Bank Guarantee shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal.

The Employer or representative will open the tender of the Tenders received in Karnataka Public Procurement Portal at Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex RT Nagar, Bengaluru-560 032, at the designated date and time, without requiring the presence of Tenderer or in the presence of the Tenderers or their authorized representatives who choose to attend. In the event of the designated date of theTenders opening being declared a holiday for the Employer, the Tenders will be opened at the designated time and

location on the next working day. The Tenderers or their authorized representatives who are present shall sign a register evidencing their attendance.

The uploaded scanned copy of Bank guarantee shall be downloaded by the Employer. The downloaded copy of Bank guarantee shall be compared with the original Bank guarantee submitted by the tenderer. Upon comparison, if the correctness of the Bank Guarantee is found satisfactory, the Bank guarantee will be accepted and the First Electronic Document (Technical Bid Document) shall be opened. If the Bank Guarantee is not in order, and the non-receipt of the original Bank guarantee shall be rejected by the Employer as non-responsive in the Karnataka Public Procurement Portal. The First Electronic Document (Technical Bid Document) shall be opened in respect of such tenderer who have paid EMD in full though e-payment or who have paid part of EMD though e-payment and balance EMD through Bank Guarantee shall be considered for evaluation. The confirmation letter shall be addressed to the respective Bank authorities, with a return letter for the confirmation of Bank Guarantee within seven days. Upon receipt of confirmation letter from the respective Bank authorities, the Bank Guarantee shall be accepted and evaluation will be processed. Non-receipt or delay in confirmation of Bank Guarantee by the respective Bank authorities within the stipulated period, result in rejection of Bank Guarantee and the tender of such tenderer's treated as non-responsive and also withdrawn in the evaluation process. Theoriginal Bank Guarantee shall be returned and subsequently part payment of EMD shall also be returned.

The tenderers participating in the First Electronic Document (Technical Bid Document), who indulges in fraudulent, malpractices and non-submission of proper Bank Guarantee during opening of the First Electronic Document (Technical Bid Document), the Employer shall take following action against such tenderers.

(i) Forfeiture of the initial amount deposited through e-payment by such contractors to the Employer; and

(ii) Initiate Black listing of such contractors so as to prevent them in participating in future tenders, if repeatedly resort malpractices.

The proposal shall be sent to the competent Registration authority and also initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractors.

The EMD and Tender Processing fee shall be in the form of e-payment and to be paid on Karnataka Public Procurement Portal using any of the following online or offline modes of e-payment.

The remaining part after para of clause No 13.1 continuous to be the same till 13.6.

The supplier/contractor can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

- **Credit Card**
- **Direct Debit**
- **National Electronic Fund Transfer (NEFT)**
- **Over the Counter (OTC)**

OTC payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees Over The Counter (OTC) in any of the designated ICICI Bank branches listed in the e-Procurement web-site (www.eproc.karnataka.gov.in), the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, contractor can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The contractor is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission.

NEFT payment procedure

If a contractor/supplier chooses to make payment of EMD/tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the contractor/supplier will need to log into e-Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank-branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the contractors' bank account to GoK's bank account. The contractor should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the contractor's bank transfers/wires the money after the last date for bid submission, the contractor's bid will be liable for rejection. Upon executing the transfer, the contractor's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be entered by contractor in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission. Also, the account number from which the funds were transferred have to be entered in the e-Procurement system as part of its bid.

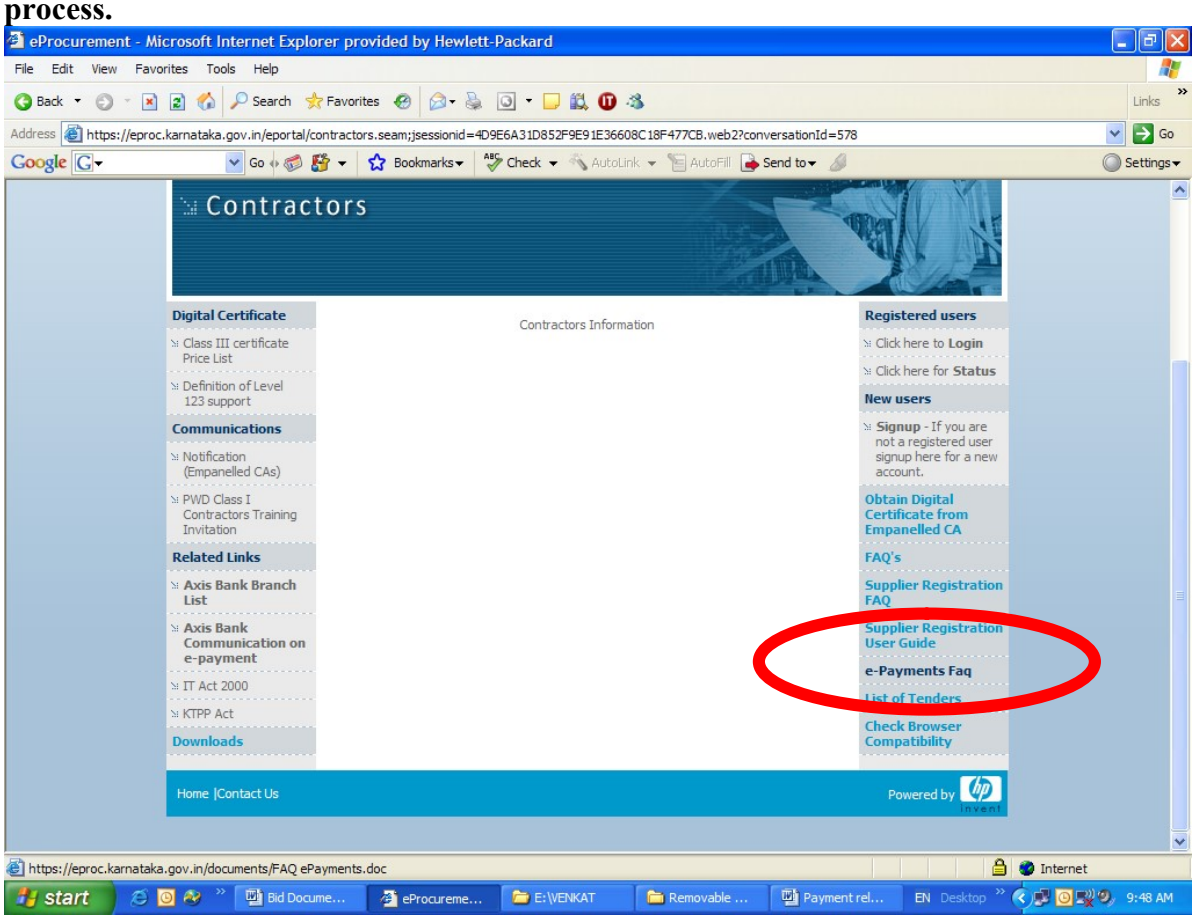
The tenderer who wish to make Earnest Money Deposit and Tender processing fee payment through Internet Banking facility may do so. The Department is in no way responsible in case the money is not deposited in the notified central pooling account held at ICICI Bank, within the stipulated period. The name of the account and the account number and other details are displayed in the generated challan for the information of the tenderer.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the Government of Karnataka central pooling a/c held at ICICI Bank

EMD amount will have to be submitted by the supplier/contractor taking into account the following conditions:

a. **Part(1) of the EMD will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt.'s central pooling account at ICICI Bank until the finalization of the Tender.**
b. **The part(1) of EMD amount for a particular tender has to be paid in a single transaction**

For details on e-Payment services refer to e-procurement portal for more details on the process.



13.2 The Earnest Money Deposit shall have validity of 45 days beyond the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement; or

(ii) Furnish the required Security deposit

14. Format and signing of Tender

14.1 The Tenderer shall prepare electronic documents comprising the Tender as described in Clause 10 of the ITT and submit in the Karnataka Public Procurement portal at appropriate place.

14.2. The Tenderer shall scan the original document by converting into electronic document file in conventional, clearly visible form (preferably in pdf format) to be uploaded in the Karnataka Public Procurement Portal along with scanned copies of requisite certificates, that are mentioned in different sections in the bid document and EMD shall be paid through OTC, NEFT or DEBIT CARD/ Credit Card through e-portal only.

The Tenderer shall fill in rate in the unit rate column for all the items of the works described in the Bill of quantities on the Karnataka Public Procurement portal**.** The Tender price and the total tender price will be auto generated.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the employer.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The tenderer shall upload the electronic tender documents in the format as specified in clause 14.2 under two tender document system on the Karnataka Public Procurement portal.

15.2 Deleted - (Not applicable for E-Tender).

15.3 Deleted - (Not applicable for E-Tender).

15.4 Deleted-(Not applicable for E-Tender).

16. Deadline for submission of the Tenders

16.1 Tenders must be submitted online in the e-Procurement portal by the Employer before the notified date and time.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

16.3 The Tenderer shall digitally sign their bids with their valid digital signature certificate (DSC) as issued under the Information Technology Act 2000 (Central Act 21 of 2000) and it shall be the responsibility of the Tenderer to ensure that their tender is submitted in the Karnataka Public procurement Portal within the last date and time specified for the receipt of the tenders (Rule 15 (4) of KTPP Rules 2000 as amended from time to time).

17. Late Tenders

17.1 In online e-procurement system, tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the e-procurement portal will not be available.

18. Modification and Withdrawal of Tenders

18.1 Tender has all the time to modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the e-procurement portal.

18.2 Deleted-(Not applicable for E-Tender)

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderer may only offer discounts to or otherwise modify the process of their tenders by submitting tender Modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of First Cover of all Tenders(Technical Proposal) and evaluation to determine qualified Tenderers:

19.1 The Employer or representative will open the tender of First Electronic Document of the Tenders received, in Karnataka Public Procurement Portal at the Office of the Executive Engineer, North Division, Bangalore Development Authority, BDA Complex RT Nagar, Bengaluru-560 032on the designated date and time in the presence of the tenderers or their representatives who wish to be present physically at the tender opening place. In the event of the designated date of the First Electronic document of the tenders opening being declared a holiday for the employer, the tenders will be opened on the designated time and location on next working day.

19.2 DELETED (Not applicable for E Tender).

19.3 3 The tenders which have been submitted in Karnataka Public Procurement Portal and whose tender payments were successfully received shall be opened.

19.4 The Employer shall prepare minutes of the First Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 19.3.

19.5 DELETED (Not applicable for E Tender)

19.6 The Employer will evaluate and determine whether each tender, (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause 13 and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Second Cover of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening Second Electronic Document containing the price tenders. The Employer will open the Second Electronic Document of Qualified Tenderers at the appointed time and date, without requiring the presence of qualified Tenders or in presence of the authorized representatives who choose to attend. In the event of the specified date of Second Electronic Document opening being declared a holiday for the Employer, the Second Electronic Document will be opened at the appointed time and location on the next working day.

20.2 Deleted (Not Applicable for E -Tender)

20.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts and such other details as the Employer may consider appropriate will be announced by the Employer at the opening, if any of the bidders or their representatives present physically at the tender opening place. No Tender shall be rejected at Tender opening.

20.3 The Employer shall prepare minutes of the Second Electronic Document Tender opening, including the information disclosed to those present in accordance with Sub-Clause 20.3.

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20.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in acordance with Sub-Clause 20.3.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer’s Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers’ Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of Errors

24.1 Tenders determined to be substantially responsive will be checked by the employer for any arithmetic errors. Errors will be corrected by the employer as follows:

(a) Where there is a discrepancy between the rates in figure and words the lower of the two will govern; and.

(b) Where there is a discrepancy between the unit rates and the line item total resulting from multiplying the unit rate by the quantity the unit rate as quoted will govern.

24.2. The amount stated in the Tender will be adjusted by the employer in accordance with the above procedure in vogue for correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If Tenderer does not accept the corrected amount the Tender will be rejected, and the amount earnest Money Deposit EMD may be forfeited in accordance with clause 13.6(b)

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:
(a) making any correction for errors pursuant to Clause 24; and
(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract. :

- Cash or
- Banker’s cheque/Demand draft,/Pay Order in favour of **Executive Engineer, North Division, RT Nagar, Bangalore** Payable at Bangalore or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to **Executive Engineer,**

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized or Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 deleted

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

(c) Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers or Contractor.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity and evaluating qualification of Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.2. Construction Turnover (Refer ITT Clause 3.2 (a)

Total value of Civil engineering construction works executed and payments received in the last five years.

Year	Turnover (Rs. Lakh)
2018-19	
2019-20	
2020-21	
2021-22	
2022-23	

Note:

In support of this Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the profit and loss statement for Civil Engineering construction works executed and payments received, balance sheets and audited reports, with UDI number certified by the Chartered accountant of the past Five (5) years.

1.3 Work Performed as Prime Contractor (in the same name) on Works of Similar Nature over during the five years specified in 1.2 above

Rs. Lakh

Sl. No.	Name of the Employer & Contact Address, Tel, Fax	Description of work	Contract Number	Value of the Contract In Lakhs	Date of Issue of work order	Specified Period of completion	Actual date of completion	Remarks Explaining Reasons for delay in completion of work
1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*
1								
2								
3								
4								
5								

Note:

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal, scanned copy of the certificate duly signed by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works.

If the Authority desires physical verification will be carried out on the works listed above.

1.4. Quantities of work executed as Prime Contractor (in the same name) during the five years specified in 1.2 above:

a)Quantities executed in Civil works as Prime Contractor:

Year	Name of the Work	Name of Employer	Quantity of the Works Performed		
1	2	3	4	5	6
2018-19					
2019-20					
2020-21					
2021-22					
2022-23					

Note

In support of this, Tenderer shall upload on Karnataka Public Procurement Portal KPPP, scanned copy of the certificate duly certified by the employer or competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the works and the quantities with the financial year wise breakup for the items executed.

If the authority desires, physical Verification will be carried out on the works listed above.

1.5 Information on works for which tenders have been submitted and works which are yet to be completed as on date of this tender

A. Existing Commitments and on- going works **Rs. Lakhs**

Description of works	Place of work & state	Contract No & date	Name & Address of Employer	Value of contract	Stipulated period of completion	Value of the works remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

B. Works for which Tenders already submitted **Rs. Lakh**

Description of works	Place of work & state	Name & Address of Employer	Estimated value of the work	Stipulated period of completion	Date when decision expected	Remarks if any
1	2	3	4	**5**	**6**	**7**

Note (A) and Note (B)

A: *The Statements showing the value of the existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed shall be countersigned by the employer in charge, not below the rank of Executive Engineer or by the Chartered Accountant (CA) of the bidder supported with Work Order and latest audited RA bill of the respective works listed in the Statement. (Refer GO No. FD 6 PCL 2006 Bangalore dated 21-03-2007).*

B: *The statements showing the works for which Tenders already submitted, the Tenderer shall up load the copy of the acknowledgement received on submission of Tenders as against the notification on Karnataka Public Procurement Portal KPPP along with the details sought as in the statement as against each Tender submission*

The tenderer should provide an Affidavit swearing to the effect that the stated works are the only works and it is true to the best of his / her / their knowledge.

1.6 The following Items of Equipment are considered essential for successfully carrying out the works. Tenderer should furnish all the information below

Sl. No.	**Name of the Equipment**	**Required**		**Owned**		**lease/hire basis**		**Remarks**
		Numbers	**Capacity, Age of the equipment should be < 5 Years from date of purchase with good working condition**	**Nos. / Capacity**	**Age/ Condi-tion**	**Nos. / Capacity**	**Age/ Condi-tion**	
1	Excavator JCB / Hitachi	2	1.20 Cum Capacity	1		1		

2	Tipper/Trucks	2	Each of 10 T or more	1		1		
3	Tipper/Trucks	2	Each of 25 T or more	1		1		
4	Vibratory Earth compactor	2	Each of 10 T or more	1		1		
5	Smooth wheeled Roller	2	Each of 8 T or more	1		1		
6	Tandem roller	2	Each of 6T or more	1		1		
7	Vibratory asphalt compactor	2	Each of 8 T or more	1		1		
8	Hot mix plant	1	Minimum 120TPH	1				
9	Hydrostatic paver, finisher with sensor control	1	Minimum 300 TPH	1				
10	Truck mounted Bitumen sprayer	1	Minimum 2500 liter tank capacity	1				
11	Tractor mounted Compressor	1	20 Pa	1				

Note :

The tenderers shall possess equipments as indicated in the table 1.6 above and in support of this, the tenderer shall upload on Karnataka Public Procurement Portal, relevant documents such as Registration certificate / Invoice in case Registration certificate not applicable / Purchase agreement or deed with its documents. In case the tenderer proposes to deploy the equipment on lease or hire basis, tenderer shall upload lease / hire agreement along with Registration certificate / Invoice of the respective equipments.

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

The Tenderer shall supply general information on the management structure of the firm, and shall make provision for suitably qualified personnel to fill the key positions listed below as per Clause 3.1 of ITT. The Tenderer shall supply information, of the personnel with relevant experience specified below :

No.	Position	No. of Positions*	Minimum Education (Degree - Discipline)/ Experience
1	Project Manager	1	BE- Civil 10 Years Experience
2	Planning Engineer	1	BE- Civil 5 Years Experience
3	Road Engineer	1	BE- Civil or Transportation Engineering 5 Years Experience
4	Land Surveyor	1	Diploma in Civil Engineering / Certificate course in Surveying / 5 Years Experience
5	Quantity Surveyor / Engineer	4	BE- Civil- 2 Years or Diploma in Civil - 5 Years experience
6	Health & Safety Engineer	1	BE- Civil- 2 Years or Diploma in Civil – 5 Years experience
7	Quality Assurance Engineer	1	BE- Civil- 5 Years experience
8	Site Supervisors- Civil	4	BE- Civil- 2 Years or Diploma in Civil – 5 Years experience
9	Site Supervisors- Water supply and UGD	2	BE- Civil or Environmental with 5 Years Experience
10	Site Supervisor- Electrical	1	BE- Electrical - 2 Years or Diploma in Electrical – 5 Years experience
11	Management Information System (MIS) Specialist / Data Manager	1	Graduate / Diploma in computer science / Computer Application - 5 Years experience

*Mandatory requirement for complete duration of the project.

Tenderer shall provide the information in the following format supported with CV of the proposed personnel

No.	Position	No. of Positions*	Proposed Staff		
			Name	Education Qualification	Relevant Experience in years
1	Planning Engineer	1			
2	Road Engineer	1			
3	Quantity Surveyor / Engineer	1			
4	Quality Assurance Engineer	1			
5	Site Supervisors- Civil	1			

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANK CERTIFICATE

This is to certify that M/s …….. a reputed company with a Good financial standing. If the contract for the work, namely, **…… i**s awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs……to meet their working capital requirements for executing the above contract.

-- Sd. -- & Stamp
Name of the Bank

Senior Bank Manager

Address of the Bank

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Deleted

1.12 Information on litigations in which the Tenderer is involved:.

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

Note : *Tenderer shall upload documents in this regard with all sufficient information on litigation in which tenderer is involved as against such works.*

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones

SECTION 4: FORMS OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works **ASPHALTING OF INTERNAL ROADS IN 8TH 10th and 11TH BLOCK of DASARAHALLI AND SRIRAMAPURA VILLAGE OF ARKAVATHY LAYOUT**

To : **The Executive Engineer,.**
Address : **North Division, RT Nagar, Bangalore**

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of amount as submitted in the second electronic document (Price bid) *[in letters]*.[1]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity, Earnest money deposit and Tender processing fee as required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____
Address: ----------

Letter of Acceptance

(letterhead paper of the Employer)

_____[date]

To:

_____

_____[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the ……
[Name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees_____
(_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

———————— (date)

To

———————————————— (name and address of the Contractor)

_____

_____

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ———————— Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the _____day of _____20_____, between_____
_____[name and address of Employer]
(hereinafter called "the Employer") of the one part and _____
_____
_____[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____
_____
_____
_____[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of _____
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said _____
_____

in the presence of:
Binding Signature of Employer _____
Binding Signature of Contractor _____

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

A **Variation** is an instruction given by the Employer which varies the Works.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Sub Contracting ;

Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

  (i) could not have reasonably foreseen; or

  (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

    (A) prevent loss or damage to physical property from occurring by taking appropriate measures or

    (B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;
(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to construct the Works

16.1 The Contractor shall construct the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Temporary Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.
18.2 The Contractor shall be responsible for the design of Temporary Works
18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the temporary Works where required.
18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Employer before their use.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20. 1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.
24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.
24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

30.2 The Employer has appointed Consultant for Project Management and Quality Assurance. The Contractor shall assist PMC Consultant appointed by the Employer and make all arrangement for testing of materials for any or all items of works executed at the site.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by Bill of Quantities., failing which the contractor shall be responsible for deviation if any. Further, approval of Government has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages for shortfall in progress. For progress beyond the agreed programme payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract..

37.3 Increase in Goods and Service Tax shall not be paid for the extended period of contract for which the contractor alone is responsible for the delay as determined by the Authority while granting extension of time.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer’s Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer’s own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

39.2 Royalty charges will be recovered as per the latest Government orders as per the applicable law and amendments

39.3 Increase in Goods and Service Tax shall not be paid in the extended period of contract for which the contractor alone is responsible for the delay as determined by the Authority while granting extension of time.

40. Price Adjustment

Deleted

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date (for the whole of the works or the milestone as stated in the Contract Data). The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments: Deleted

43. Securities

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 30 days from the date of expiry of Defects Liability Period and the additional security for unbalanced tenders shall be valid until a date 30 days from the date of issue of the certificate of completion.

44. Cost of Repairs:

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48. As built drawings and /or Operating and Maintenance Manuals

48.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data.

48.2 If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49. Termination

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) deleted

(c) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) deleted
(e) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;
(f) the Contractor does not maintain a security which is required;
(g) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and
(h) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.
For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

50.3 Employer shall initiate action as per Rule 26A and 26C of Karnataka Transparency in Public Procurements Rules, 2000 and as amended in respect of Debarment of Tenderers Contractor

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made

F. Special Conditions of Contract

1. Labour :

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations :

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to

recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Arbitration (Clause 24) ; Deleted

5. In case of death of a contractor after executing the agreement/ commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract: **Clause Reference**

- The Schedule of Operating and Maintenance Manuals - **NA** [48]
- The Methodology and Program of Construction [25]
- Site Investigation Reports - **NA** [14]
- The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction. [25]

The Employer is :

Name: Commissioner, [1.1]
Address: **Bangalore Development Authority, Bengaluru**.

Name of authorized Representative: Executive Engineer, North Division BDA Bengaluru.

The name and identification number of the Contract is BDA/2023-24/RD/WORK_INDENT35

[insert name and number as indicated in the Invitation for Tenders]. [1.1]

The start date shall be the date of issue of notice to proceed with the work.
[1.1]
The Intended Completion Date for the whole
of the Works is (Nine months from the date of Award)---------- with the following milestones - [17, 26]
Milestone dates:

	Physical works to be completed	Period from the date of issue of Notice to proceed with the work
Milestone 1 i.e.,…33% ……		03 month
Milestone 2 i.e.,…66%……		06 months
Milestone 3 i.e.,…100% ……		09 months

The Site Possession Date is: within one week from the Date of Issue of work order

The work site is in Arkavathi layout, Bangalore [1.1]
and is defined in drawings nos. _____
_____

The Defects Liability Period is 365 days. [31]

Insurance Requirements

Sl.No.	Type of Cover	Minimum cover for Insurance
(i)	Works and of Plant and materials	Contract Price plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance	
	(a) for Third Party	Rs. 1,00,000 per occurrence with number of occurrences unlimited
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka
(v)	Other insurances	As per contract requirement

The following are Compensation events unless they are caused by the Contractor : Deleted. [38]

Price Adjustment: N/A

The liquidated damages for the whole of the works are Rs 10,000/- (0.1% of the contract price per day in Rupees rounded off to nearest hundred) and that for all the milestones [41]

The maximum amount of liquidated damages for the whole of the works is ten percent of final contract price. [41]

The amount of the Advance payments are: N/A [42]

The date by which "as-built" drawings (in scale …) in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [48]

The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **Rs.50,000/-** [48]

The following events shall also be fundamental breach of the contract: [49.2]

1. The contractor has contravened Sub-clause 7.1 and Clause 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be 30 percent.
[50.1]

SECTION 7: SPECIFICATIONS

Technical Specification

1.1.1 Preamble

This section contains the specification for proposed work and shall be read in conjunction with the various other sections forming the contract namely notifications inviting applications,(NIT) instructions to tenderers,(ITT) General conditions(GCC) special conditions,(SCC) Bill of quantities, (BOQ)Drawings and other related documents mentioned in this Tender document together with any addendum issued there to

1.1.2 Part A- General Specifications

This shall comprise the MORTH specifications for road & Bridge works (Fifth revision) Published by the Indian Road Congress (IRS) , New Delhi latest reprinted version and shall be deemed to be bound into this document. BESCOM, BWSSB, KUWS&DB, PWD & KPWD Specifications

1.1.3 Part B: Supplementary Specification

(a) This shall comprise various substitutes, modified and additional clauses to the specifications for road & Bridge works referred to in Part A (To cover specific aspects of the particular works not covered by the same) and accordingly, the said specifications so amended shall form part of the contract.

(b) The substitute and supersedes the whole of that clause, then any reference to the superseded clause shall be deemed to refer to the substitute clause as indicated by the suffix ‘S’ is an amendment of a clause A General Specification.

(c) A modified clause as indicated by the suffix ‘M’ shall be read as a partial amendment to the cited clause in part A -General specifications. Any provision in the said modified clause conflicting with those of part A General specifications shall be deemed to supersede the relevant portion of PART A -General Specifications. Any other non-conflicting provisions shall apply and NOT deemed as substitute.

(d) Additional clause, as indicated by the suffix “A” shall bear additional clause numbers cited in Part A General specifications and shall include provisions supplementing those of part A - General Specifications.

(e) If any substitute, Modified or Additional clause may conflict or be inconsistent with any of provisions of Part A - general specifications.

(f) Under reference, the Substitute, Modified and Additional clause shall always prevail.

(g) Words like 'Contract', 'Contractor', 'Drawings', 'Works', 'Site', "Provisional Sum' used in the above-mentioned specification shall be deemed to have the same meaning as understood from the definition of these terms in and as included in the Special Conditions of Contract.

(h) In the absence of any definite provisions on any issue in the aforesaid specification, reference may be made to the latest IRC and I.S Specifications in that order. Where even these are silent, the construction and completion of the works shall conform to sound engineering practice and, in case of any dispute arising out of the interpretation of the above, the decision of the Engineer shall be final and binding on the Contractor.

List of References for Material specification, selection and construction procedures for road works, CD works, SWD, road side drains & Utility works

Technical specifications attached separately

Specification for Materials, Plant and Machinery

1.2 Material

(a) All materials to be provided by the Contractors shall be in conformity to the specifications laid down in the Contract and the Contractor shall if required by the Engineer in charge furnish proof about their suitability and fitness to the entire satisfaction of the Engineer in charge.

(b) Storage of Materials

(i) All materials brought and kept at site of work by the Contractor or by his orders for the purpose of forming part of the works are to be considered to be the property of the BDA and the same shall not to be removed or taken away by the Contractor or any other person without the permission of the Engineer - In - Charge. But the Engineer - In - Charge shall not be responsible for any loss or damage which may occur to or in respect of any such work or materials either by the same being lost or stolen or damaged by weather or otherwise including natural calamities (flood, earthquake, rains, riots, fire, etc.).

(ii) Materials required for the works shall be stored by the Contractor only at places, in standard profiles and in the manner as approved by the Engineer-In - Charge. Storage and safe custody of all materials shall be the sole responsibility of the Contractor. Special care should take as per relevant specification for storage of bitumen etc.

(iii) The Contractors shall construct suitable godown at the site of work for storing the material safe against damage due to sun, rain, dampness, fire, theft etc. He shall also employ necessary watch and ward for the purpose and no extra claim whatsoever shall be entertained on this account.

(iv) From commencement till completion, all materials and works shall be under the safe custody of Contractor. The Contractor is solely responsible for and to make good all injuries, damages and repairs occurred to or rendered necessary to the same by fire, storm, rain, traffic or other causes and to hold the Engineer - In-Charge indemnified from any claim for injuries to person or for structural damage to property occurring from only neglect, default, want of proper care or misconduct on the part of the Contractor.

(v) The Contractor shall produce samples of all materials to be procured by him - sufficiently in advance to obtain approval of the Engineer - In - Charge. Subsequently the materials to be used in the actual execution of the work shall strictly conform to the quality of samples approved. In case of variation in quality such materials shall be liable for rejection. The rejected materials shall be removed from the site within 48 hours of their rejection, also the Engineer - In - Charge shall be authorised to remove the same at the risk and cost of the Contractor

(c) Quality Control and Testing of Materials

(i) The Contractor at his own expense shall make all arrangements with necessary equipment to carryout tests such as grading of aggregate, fineness modulus of sand, bulking of sand, silt content in sand, tests on-cement, concrete, steel, bitumen etc., at the site of work. The Contractor shall be required to provide appliances at site such as weighing scale, graduated cylinder, standard sieves, three wooden / metal board of size 0.5 x 0.5 m = 0.25 sqm area, one digital contact thermometer, two screw drivers, one measuring scale, camber board, depth gauge, three meter long wooden or aluminium beam or straight edge, one graduated scale bit or wedge scale, etc., in order to enable the Engineer - In - Charge to conduct field tests, whenever required by him to ensure that the quality is consistent with the prescribed specification. Similarly, well-equipped laboratory for testing of concrete, bitumen, aggregates including earth work. shall be provided by the Contractor at site of work

(ii) The material such as water, sand, cement aggregate, steel, bitumen, etc., to be used in the works like concrete, masonry, road work, etc., shall comply with the requirements of the Engineer - In - Charge and shall pass all the tests and analysis required by him or as per specifications as applicable or such recognized specifications as acceptable to the Engineer - In - Charge, -

(iii) All the necessary tests/the number of tests shall be conducted in the laboratory established at site by the Contractor or in any recognized laboratory approved by the Engineer - In - Charge. The samples shall be taken for carrying out all or any of the tests stipulated in the specifications or as directed by the Engineer - In - Charge or his authorised Representative. The Contractor shall at his risk and cost make all arrangements and shall provide all such facilities as the Engineer - In -. Charge may require for collecting, preparing, forwarding the required number of samples for test and for analysis as per the frequency of test stipulated in the Contract specifications or as considered necessary by the Engineer - In - Charge.

(iv) The decision of the Engineer - In - Charge regarding type of tests, their frequency, and suitability of any of the materials to be used in the work shall be final and binding on the Contract or notwithstanding any other provision elsewhere in the Bid Documents.

(v) The Contractor or his authorised Representative shall associate in collection, preparation, forwarding and testing such samples. Even if he, or his authorised Representative is not present or does not associate himself, the result of such tests and consequences thereon shall be binding on the Contractor. The Contractor or his authorised Representative shall remain in contact with the Engineer - In - Charge or his authorised Representative for associating for all such operations.

(vi) The Contractor shall give not less than 3 days' notice of all tests in order that the Engineer - In - Charge or his authorised Representative may be present. The Contractor to the Engineer - In - Charge shall supply two copies of all test certificates for approval, immediately after the completion of the tests. Test certificates shall invariably be supplied to the Engineer - In Charge before the material or components are used in the works, unless the Engineer - In - Charge directs otherwise.

(vii) All materials, which are specified to be tested, at the place of manufacture, shall satisfactorily pass the test before used in works.

(d) Other Materials

Any material for which there is no relevant Indian Standard, shall be the best of their kind and to the approval of the Engineer - In-Charge. Contractor shall at his own expense, submit to the Engineer - In-Charge for approval, samples of any of the materials and components to be used. The quality of materials and components subsequently used in the works shall not be inferior to the approved samples.

1.3 Construction Equipment

(a) The methodology and equipment to be used on the project shall be furnished by the Contractor to the Engineer in charge well in advance of commencement of work and approval obtained prior to its adoption and use.

(b) The Contractor shall give a trial run of the equipment for establishing the capability to achieve the laid down specification and tolerance to the satisfaction of the Engineer in charge before commencement of work.

(c) All equipment provided shall be of proven efficiency and shall be operated and always maintained in a good working condition.

(d) No equipment or personnel shall be removed from the site without prior permission of the Engineer in charge.

(e) No tools and plants will be supplied by the department and the contractor will have to make his own arrangements at his expense.

All construction tools, plant and machineries provided by the Contractor shall, when brought to the site, be deemed to be exclusively intended for the construction and completion of this work and the Contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the written permission of the Engineer-In-Charge

SECTION 8: DRAWINGS
Uploaded separately

SECTION 9: BILL OF QUANTITIES

Sl. No.	Description of the item(with brief specification and reference to book of specification)	Unit	Qty	Rate (Rs)		Amount (Rs)
				In Fig	In words	
As generated in Karnataka Public Procurement Portal						
Total Tender price						
(in words)						

Note:

1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer : ITB Clause 11.2 and CC Clause 37.2).
2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)].
4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)].

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: **The Executive Engineer**, **North Division, RT Nagar, Bangalore**.

WHEREAS _____ *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ *[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ *[amount of guarantee]* Rupees_____ _____*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the guarantor _____
Name of Bank _____
Address _____
Date _____

Section 11: Format for Bank Guarantee for EARNEST MONEY DEPOSIT

WHEREAS _____ *[name of Bidder]* (hereinafter called "the Bidder") has submitted his bid dated _____ *[date]* for the construction of _____ *[name of Contract]* (hereinafter called "the Bid").

KNOWN ALL MEN by these presents that We _____ *[name of bank]* of _____ *[Name of Country]* having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ *[Name of the Employer]* (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
   (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders; or
   (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 120 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

_____